

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/X491

Date of Decision: 19 May 2023

#### Party Details

Customer: XX  
Company: XX

#### Complaint

The customer has a dispute with the company regarding his request to be paid the full credit balance as shown on a bill issued by the company in March 2023. The customer states that when he vacated his previous dwelling in September 2021 the company failed to close his account and did not bill him appropriately. Based on this understanding the customer requested the company to compensate him by paying him the full credit balance, and it refused to do so. The customer claims that despite ongoing discussions with the company and the involvement of CCWater the dispute is unresolved and therefore he has brought the claim to the WATRS Scheme and asks that the company be directed to pay him the full credit balance of £1,894.19 and issue an apology.

#### Response

The company states that it accepts the bill issued to the customer showing a credit balance was produced in error, but it records that it apologised to the customer and made a goodwill payment to him of £950.00, being 50% of the credit balance. It has not made any additional formal offer of settlement to the customer and declines to make any further payments.

#### Findings

The claim does not succeed. I find that the evidence establishes that the company issued an incorrect bill to the customer in March 2023 showing an erroneous credit balance. I am satisfied that the company accepted its billing error and the inconvenience caused to the customer. I can see that the company apologised to the customer and made a goodwill gesture payment of £950.00, being 50% of the credit balance. I find the company's response to the error to be reasonable and proportionate, and I shall not direct that it makes any additional payments. I find that the evidence shows that the company did provide its services to a reasonable level and has managed the customer's account to the level to be reasonably expected by the average person.

#### Outcome

The company does not need to take further action.

The customer must reply by 16 June 2023 to accept or reject this decision.

**ADJUDICATOR'S DECISION**  
**Adjudication Reference: WAT/X491**  
**Date of Decision: 19 May 2023**

**Case Outline**

**The customer's complaint is that:**

- He has experienced an ongoing dispute with the company concerning issues with billing on his account. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled.
- He records that he suffers from various medical conditions.
- He changed residence on 10 September 2021 and advised the company accordingly.
- He received a bill from the company dated 09 March 2023 that showed a credit balance of £1,894.19.
- He contacted the company on 17 March 2023 to request that the credit balance be paid to him, and he was advised that the credit balance was incorrect because of a system error on the part of the company.
- He sent an e-mail to the company dated 20 March 2023 requesting in writing that he be refunded the full £1,894.19 because it had not been correctly billing him while he resided at his previous address.
- Believing that the company was not properly addressing his concerns he escalated his complaint to CCWater who took up the dispute with the company on his behalf.
- The records show that CCWater contacted the company on 23 March 2023 to request its version of events and its proposals to resolve the dispute.
- Following a telephone discussion between CCWater and the company, the company confirmed that its procedures had been exhausted and it had no objection to the customer proceeding to escalate his complaint to WATRS.
- Also on 23 March 2023, CCWater advised him that it had concluded that this was the final position of the company, and it could not take any further measures to have the company change its position and was thus closing his case.

- Continuing to be dissatisfied with the response of the company he has, on 27 March 2023, referred the matter to the WATRS Scheme where he requests that the company be directed to pay him the full credit balance of £1,894.19 and issue an apology.

**The company's response is that:**

- It provided its response to the claim in its package of documents submitted on 12 April 2023.
- It confirms that following notification from the customer that he was vacating his residence it closed his account in respect of the property on 10 September 2021, and a final bill was sent to his new address.
- It confirms that in March 2023, during an update procedure, all bills issued to the customer since June 2014 were inadvertently cancelled resulting in a positive balance of £1,894.19.
- It acknowledges that on 09 March 2023 it sent to the customer a bill showing the positive account balance of £1,894.19.
- It acknowledges that the customer contacted it on 15 March 2023 to request that he receive payment of the credit balance, and that it explained to him how the balance had been calculated and that it was incorrect. The company says that the customer contacted it again on 17 March 2023 with the same request.
- It notes that it contacted the customer, also on 17 March 2023, explained the erroneous procedure and offered a goodwill payment of £950.00 that it understood the customer accepted and agreed to close his complaint.
- It confirms that the customer continued to send further e-mails requesting the payment of the full credit balance, and it acknowledges that CCWater contacted it on 23 March 2023 stating that the customer had contacted it.
- It acknowledges that the customer has requested full payment of the incorrect balance, but it declines to make any additional payments, believing the refund of 50% of the balance is sufficient compensation for the effects of its error when updating his account.

**The customer's comments on the company's response are that:**

- Also on 12 April 2023, the customer submitted comments on the company's response paper. I shall not repeat word for word the customer's comments and in accordance with Rule 5.4.3 of the Rules of the WATRS Scheme I shall disregard any new matters or evidence introduced.
- The customer reiterates his position that he believes the company should pay him the full credit balance as shown on the bill issued on 09 March 2023.

## How is a WATRS decision reached?

In reaching my decision, I have considered two key issues. These are:

1. Whether the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.
2. Whether or not the customer has suffered any financial loss or other disadvantage as a result of a failing by the company.

In order for the customer's claim against the company to succeed, the evidence available to the adjudicator must show on a balance of probabilities that the company has failed to provide its services to the standard one would reasonably expect and that as a result of this failure the customer has suffered some loss or detriment. If no such failure or loss is shown, the company will not be liable.

I have carefully considered all the evidence provided. If I have not referred to a particular document or matter specifically, this does not mean that I have not considered it in reaching my decision.

## How was this decision reached?

1. The dispute relates to the customer's dissatisfaction that the company has not agreed to make a full payment to him of the credit balance shown on a bill issued in March 2023. The customer believes the payment is due because the company did not bill him correctly in respect of his previous address.
2. I note that the WATRS adjudication scheme is an evidence-based process, and that for the customer's claim to be successful, the evidence should show that the company has not provided its services to the standard that would reasonably be expected of it.
3. I can see that the parties agree that the company issued a bill to the customer dated 09 March 2023, and this showed a credit balance in the amount of £1,894.19 in respect of his period of residence at a property he vacated in September 2021.
4. The customer believes that the company did not close his account after he advised it of his change of address and did not supply appropriate billing.
5. Based on this belief, the customer requested that the company make a payment to him in the full amount of the credit balance shown on the bill.

6. The company has stated that it closed the customer's account and sent him a final bill on 09 September 2021. The company has provided me with a copy of the final bill.
7. I can see that the company responded to the customer's request and explained that a system error had expunged from his account all bills issued since 2014, and thus all payments he had made between 2014 and March 2023 were recorded as credits. The system error resulted in the bill showing a total credit balance of £1,894.19.
8. I take note that the company, after explaining the issue to the customer, apologised and made a goodwill payment to him in the amount of £950.00, being 50% of the credit balance.
9. I can see that in its e-mail to the customer, dated 17 March 2023, the company confirmed that it had completed the payment of £950.00 direct to the customer's account, and noted that it understood he was happy to close his complaint.
10. However, in his application to the WATRS Scheme, the customer requests that the company be directed to repay the credit balance in full.
11. It seems to me that the customer's claim is based on his belief that the company did not close the account at his previous property and did not bill him appropriately. However, I find that the evidence establishes the contrary position and shows that the company closed the account and issued a final bill on the date when the customer vacated the premises.
12. The company has accepted that a system error caused the incorrect balance to be shown on the customer's bill issued in March 2023, and I can see that it apologised to the customer and paid him 50% of the credit balance as a goodwill gesture for the inconvenience he may have experienced because of the error.
13. I take into consideration the customer's stated medical conditions, but I find that the payment of 50% of the balance was reasonable and sufficient in relation to the level of harm done.
14. I thus hold that the customer's claim does not succeed and hence it follows that I shall not direct the company to make any further payments over and above the £950.00 it has already paid.
15. The customer further seeks to have the company issue an apology. However, I am satisfied that the company has previously apologised to the customer on more than one occasion, and thus I see no benefit in having it issue another expression of regret.
16. My conclusion on the main issues is that the company has not failed to provide its services to the standard to be reasonably expected by the average person, and the evidence does not confirm that the customer suffered any financial loss or other disadvantage as a result of a failing by the company.

## The Preliminary Decision

- The Preliminary Decision was issued to the parties on 04 May 2023.
- The customer has, on 09 May 2023, responded to the Preliminary Decision.
- The customer reiterates his position that the company incorrectly billed him for charges at his previous address.
- I am satisfied that the facts upon which the Preliminary Decision was based remain unchanged.
- Having read the response of the customer I am satisfied that no amendments are required to the Preliminary Decision.

### **Outcome**

The company does not need to take further action.

## What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 16 June 2023 to accept or reject this decision.
- When you tell WATRS that you accept or reject the decision, the company will be notified of this. The case will then be closed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision.



Peter R Sansom  
MSc (Law); FCI Arb; FA Arb;  
Member, London Court of International Arbitration.  
Member, CI Arb Business Arbitration Panel.  
Member, CI Arb Pandemic Business Dispute Resolution Arbitration Panel.  
Member, CEDR Arbitration Panel.  
Member, CEDR Adjudication Panel.

## **Independent Adjudicator**